

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
www.purchasing.utah.gov

Multi-Step BidSolicitation Number: **RM6043**Due Date: **02/15/06 at 5:00 P.M.**

Date Sent: January 26, 2006

Agency Contract

Goods and services to be purchased: **CONTRACT TO PROVIDE PHARMACEUTICAL PRODUCTS AND SERVICES**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING
GENERAL SERVICES

Multi-Step Bid

Solicitation Number: RM6043

Due Date: 02/15/06

Vendor Name:

Description
CONTRACT TO PROVIDE PHARMACEUTICAL PRODUCTS AND SERVICES TO VARIOUS DEPARTMENTS OF HUMAN SERVICES, DIVISION OF JUVENILE JUSTICE FACILITIES ALONG THE WASATCH FRONT PER THE ATTACHED SPECIFICATIONS. NOTE: DUE TO THE LEGISLATIVE SESSION PARKING ON CAPITOL HILL IS EXTREMELY LIMITED AT THIS TIME. YOU MAY WANT TO PLAN TO MAIL YOUR RESPONSE.
RX: 200 690000000003 COMMODITY CODE: 94872

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted under "Vendor Info" at www.purchasing.utah.gov. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision 5 Oct 2005 - ITB Instructions)

**Multi-Step Bid
Pharmaceutical Products and Services
Solicitation # RM6043**

PURPOSE OF MULTI-STEP BID PROCESS

The purpose of this multi-step bid process is to enter into a contract with a qualified firm to provide quality and cost-efficient pharmaceutical products and services for the Department of Human Services, Division of Juvenile Justice Services (DHS/DJJS) at the following DHS/DJJS facilities: Decker Lake Youth Center: 2310 West 2770 South, West Valley City, Utah 84119; Genesis Youth Center: 14178 South Pony Express Road, Draper 84020; Wasatch Youth Center: 3534 South 700 West, Salt Lake City, Utah 84119.

It is anticipated that this bid may result in a contract award to a single contractor.

This document is designed to provide interested bidders with sufficient basic information to submit both a technical bid and a price bid meeting minimum requirements. Under this multi-step sealed bid procurement, price bids will be considered only in the second phase and only from those bidders whose unpriced technical bids are found acceptable in the first phase.

ISSUING OFFICE AND BID REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Department of Human Services, Division of Juvenile Justice Services. The reference number for the transaction is Solicitation # RM6043. This number must be referred to on all bids, correspondence, and documentation relating to the bid.

SUBMITTING YOUR BID

One original and four (4) identical copies of your technical bid, and one copy of the price bid (submitted in a separate envelope marked “**Price Bid**”) must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Bids received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT

The Contract resulting from this bid will be for a period of 3 years.

The contract may be extended beyond the original contract period year-to-year for up to two (2) additional years at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the entire term of the contract. Following the guarantee period, any request for price adjustment must be for a minimum of one year, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this bid will include the State's standard terms and conditions. These may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

QUESTIONS

All questions must be submitted in writing and may be submitted to Roselle Miller via email at: rwmill@utah.gov. Questions are due by 5:00 p.m. on Thursday, February 3, 2006. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing Web site.

DISCUSSIONS WITH BIDDERS

A discussion between the State Purchasing agent and a bidder to clarify their technical bid may be required at the sole discretion of the State after submittal of technical bids. However, the State may award a contract based on the initial technical bid received without discussion with the Bidder. If a bidder is required to meet with the State for clarification, any expenses incurred by the bidder will be at the bidder's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would

impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

* * * * *

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

DETAILED SCOPE OF WORK

1. **Statement of Service Goals:** To provide economical, convenient and timely pharmacy services for residents in custody at three facilities administered by DHS/DJJS, Office of Correctional Facilities: Decker Lake Youth Center, Genesis Youth Center, Wasatch Youth Center.
2. **Clientele to be Served:** Youth in the custody of DHS/DJJS living as residents that

are located at three facilities ranging from a 40-bed facility to 80-bed facility. These facilities constitute secure care, detention and work program facilities administered by the Office of Correctional Facilities.

3. Description of Services to be Provided:

- a. Prepare prescriptions off site and deliver them to the facility within 24 hours of order. The pharmacy must be able to handle prescriptions 7 days a week (or submit a contingency plan within proposal for days that it is closed).
- b. Provide STAT medication orders, and have medication delivered in time-sensitive situations.
- c. Provide the "blister" packaging, with medication packaged in secure individual containers with complete label including name of resident, medication, and dosing instructions. A medication record administration report, and a label for each medication to be administered must come with each delivery.
- d. Provide telephone consultation.
- e. Supply utilization reports when requested. Among such data that could be requested are:
 - (1) Detailed resident profiles;
 - (2) Monthly drug usage per resident;
 - (3) Monthly psychotropic usage report;
 - (4) Total doses per resident dispensed;
 - (5) High to low usage by quantity dispensed;
 - (6) Medication breakdown listed by specific prescriber;
 - (7) Cost containment recommendations;
 - (8) Stop date report.
- f. Accept return of any unused medications. Credit will be issued for unused/unopened medications as permitted by law.
- g. Generic equivalent of all drugs will be dispensed when a generic equivalent exists.

4. Facilities and Equipment:

- a. Furnish any necessary pharmaceutical equipment necessary for their operational requirements.
- b. Medication delivery containers shall be secure.

5. Personnel:

- a. Require employees to comply with all State, Department, and Division policy and building regulations while on DHS/DJJS facilities and premises.
- b. Employ only competent and satisfactory personnel who hold all necessary licenses for completion of above described tasks, who will be involved DHS/DJJS facility pharmacy services.
- c. Not utilize any personnel that would pose a security risk or threat to operations at DHS/DJJS facilities.

6. **Service Locations:** Services are to be provided and billed individually at:

Decker Lake Youth Center
2310 W 2770 S
West Valley City, Utah 84119

Wasatch Youth Center
3534 S 700 W
Salt Lake City, Utah 84119

Genesis Youth Center
14178 S Pony Express Rd
Draper, Utah 84020

7. **Licensing:** The Offeror must meet all the licensing requirements necessary to conduct pharmacy services in the State of Utah.

TECHNICAL REQUIREMENTS AND COMPANY QUALIFICATIONS

All Offerors must clearly define and describe:

1. Operational procedures for pharmaceutical delivery, including timelines for normal delivery, STAT and rush medications and procedures for when STAT on-site delivery is rendered non-deliverable through inclement weather, etc.
2. Procedures for prescription packaging, handling and dispensing including use of generic equivalents if available.
3. Availability to provide telephone consultation.
4. Procedures for billing to each individual facility.
5. Any additional equipment necessary for efficient pharmaceutical delivery.
6. Ability to provide utilization reports when requested and data elements that can be incorporated into reports.
7. Policy and procedures for accepting return of any unused medications.

8. Procedures for ensuring employees comply with all State, Department, and Division policy and building regulations while on DHS/DJJS facilities and premises and that employees are licensed as appropriate for their profession.

TECHNICAL BID FORMAT

All technical bids must be organized and tabbed with labels for the following headings:

1. **Bid Form.** The State's Invitation to Bid form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the bidder's technical bid. This summary should highlight the major features of the technical bid. It must indicate any requirements that cannot be met by the bidder. The reader should be able to determine the essence of the technical bid by reading the executive summary. Protected information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the technical bid and must contain at least the following information:
 - a. A complete narrative of the bidder's assessment of the work to be performed, the bidder's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the bidder's understanding of the desired overall performance expectations.
 - b. A specific point-by-point response, in the order listed, to each requirement in the technical bid.

TECHNICAL BID EVALUATION CRITERIA

Each area of the evaluation criteria must be addressed in detail in the technical bid. A committee will evaluate technical bids and score each criterion as either:

- *Acceptable* – Criterion is met.
- *Potentially Acceptable* – Clarification from bidder is required to determine if the criterion is met; or evaluators believe that the bidder has the capability to meet the criterion by modifying their technical bid.
- *Unacceptable* – Criterion is not met, nor is the bidder capable of meeting the criteria.

TECHNICAL BID EVALUATION CRITERIA

1. Ability to meet delivery schedule.
2. Ability to provide required packaging and other required upon delivery including

ability to provide generic equivalent drugs if available.

3. Available to provide telephone consultation.
4. Ability to bill each individual facility.
5. Ability to provide utilization reports when requested with required information,
6. Ability to accept return of any unused medications as provided by law.
7. Staff are appropriately qualified and licensed and procedures are in place to ensure staff comply with State, Department, and Division policy and building regulations while on DHS/DJJS facilities and premises.

BID PRICE FORMAT

Price will be evaluated independently from the technical bid. Only those firms who have been determined as “acceptable” during the technical evaluation (step one) will proceed to the price evaluation (step two). Please enumerate all costs on the attached Price Bid Form. Award will be made to the lowest bid from the firms determined to have submitted a technically acceptable bid. Bid price should be submitted in a separate sealed envelope along with the technical bid. Mark the outside of the pricing envelope with the solicitation number and the company name.

**Pharmaceutical Products and Services
Solicitation # RM6043
Multi-Step Bid Technical Rating Sheet**

Bidder: _____

Evaluator: _____

Date: _____

Criteria	Check One			Evaluator Notes
	Acceptable	Potentially Acceptable	Unacceptable	
1. Ability to meet delivery schedule.				
2. Ability to provide required packaging and other required upon delivery including ability to provide generic equivalent drugs if available.				
3. Available to provide telephone consultation.				
4. Ability to bill each individual facility.				
5. Ability to provide utilization reports when requested with required information,				
6. Ability to accept return of any unused medications.				
7. Staff are appropriately qualified and licensed and procedures are in place to ensure staff comply with State, Department, and Division policy and building regulations while on DHS/DJJS facilities and premises.				

PRICE BID SHEET

Bidder Name: _____

- Individual Prescriptions: Price for individual prescriptions based on Average Wholesale Price (AWP) less what percentage. The following table of drugs represents DHS/DJJS formulary that will be used for evaluation in awarding this bid. Offerors bid must indicate AWP and proposed price as of November 20, 2004 for these specific medications for the sake of evaluation purposes:

Drug	Dosage	Quantity	AWP	Discounted Price &/or Percent
Amitriptyline	50mg	100		
Clomipramine	25mg	100		
Imipramine	50mg	100		
Celexa	20mg	30		
Paxil	40mg	30		
Zoloft	100mg	30		
Effexor	75mg	30		
Effexor XR	75mg	30		
Trazodone	150mg	30		
Wellbutrin-XL	150mg	10		
Wellbutrin SR	100mg	60		
Luvox	100mg	30		
Eskalith SR	450mg	60		
Haloperidol	1mg	90		
Lithobid	300mg	60		
Lithium Carb 300mg	300mg	90		
Risperdal	1mg	60		
Seroquel	200mg	60		
Thioridazine	25mg	90		
Geodon	40mg	60		
Zyprexa	10mg	60		
Carbamazepine	100mg	100		
Depakote	500mg	90		
Depakote ER	500mg	60		
Dilantin	100mg	90		
Gabitril	2mg	60		
Trileptal	300mg	60		
Felbatol	400mg	90		
Neurontin	100mg	90		
Azmacort	20gm	20		
Vanceril	16.8gm	16.8		
Beclovent	16.8gm	16.8		
Albuterol 90mcg	17gm	17		
Beconase	16.8gm	16.8		

Drug	Dosage	Quantity	AWP	Discounted Price &/or Percent
Beconase AQ	25gm	25		
Nasalide	25gm	25		
Nasarel	25ml	25		
Allegra	60mg	60		
Melatonin	3mg	28		
Temazepam	15mg	30		
Ranitidine	150mg	60		
Prevacid	15mg	30		
Protonix	40mg	30		
Ibuprofen	800mg	100		
Levlen		28		
Tri-Levlen		28		
Methylphenidate	5mg	30		
Methylphenidate	10mg	30		
Metadate	20mg	30		
Migratine (Midrin Generic)		30		
Pseudoephedrine	60 mg	100		
Fluoxetine	20 Mg Cap	60		
Diphenhydram	25 Mg Cap	30		
Adderall	10mg	30		

2. In addition to the above named drugs, the Offeror should include price (AWP) less what percentage on prescriptions not specifically named AND over-the-counter medications:

3. Other services may be requested as necessary. The cost of all extra services shall be negotiated between the parties, unless stipulated in the proposal.